IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS

Synergy Drone, LLC, Plaintiff, v. SZ DJI Technology Co., Ltd., DJI Europe B.V., and DJI Technology, Inc., Defendants.	Civil Action No. 1:17-cv-00242 The Honorable ______________________ **COMPLAINT FOR PATENT INFRINGEMENT** **JURY TRIAL DEMANDED**

COMPLAINT FOR PATENT INFRINGEMENT AND DEMAND FOR JURY TRIAL

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Synergy Drone, LLC, ("Synergy Drone"), files this Complaint for Patent Infringement and Damages against SZ DJI Technology Co., Ltd., DJI Europe B.V., and DJI Technology, Inc. (collectively, "Defendants"), and would respectfully show the Court as follows:

PARTIES

1. Plaintiff Synergy Drone is a Texas Corporation with its principal place of business located at 2802 Flintrock Trace, Suite 352, Austin, TX 78738.

2. On information and belief, Defendant SZ DJI Technology Co., Ltd. is a Chinese corporation with its principal place of business at 14th Floor, West Wing, Skyworth Semiconductor Design Building, No. 18 Gaoxin South 4th Ave, Nanshan District, Shenzhen, China. On information and belief, SZ DJI Technology Co., Ltd. is responsible for the development of DJI branded products sold in the United States. Although SZ DJI Technology Co., Ltd. is engaged in business in the State of Texas, it has not designated an agent for service of process in the State. The Secretary of State, therefore, is an agent for service of process for SZ DJI Technology Co., Ltd. pursuant to TEX. CIV. PRAC. & REM. CODE § 17.044(b) .

3. On information and belief, Defendant DJI Europe B.V. is a European corporation with its principal place of business at Bijdorp-Oost 6, 2992 LA Barendrecht, Netherlands. On information and belief, DJI Europe B.V. sells DJI branded products in the United States. Although DJI Europe B.V. is engaged in business in the State of Texas, it has not designated an agent for service of process in the State. The Secretary of State, therefore, is an agent for service of process for DJI Europe B.V. pursuant to TEX. CIV. PRAC. & REM. CODE § 17.044(b).

4. On information and belief, Defendant DJI Technology, Inc. is a United States corporation with its principal place of business at 201 S. Victory Boulevard, Burbank, California 91502, with a registered agent for service of process at: CT Corporation System, 818 W. 7th Street, Suite 930, Los Angeles, California 90017. On information and belief, DJI Technology, Inc. sells DJI branded products in the United States. Although DJI Technology, Inc. is engaged in business in the State of Texas, it has not designated an agent for service of process in the State. The Secretary of State, therefore, is an agent for service of process for DJI Technology, Inc. pursuant to TEX. CIV. PRAC. & REM. CODE § 17.044(b).

5. Defendants transact business within the State of Texas and in this judicial district, and have committed acts of patent infringement as hereinafter set forth within the State of Texas and this judicial district. Such business includes, without limitation, Defendants' operation of the Internet website, https://www.dji.com/products/drones, which is available to and accessed by users, customers, and potential customers of the Defendants within this judicial district, and the sale of Defendants' drone and drone-related products within this judicial district.

JURISDICTION AND VENUE

6. This is a civil action for patent infringement arising under the acts of Congress relating to patents, namely the Patent Laws of the United States as set forth in 35 U.S.C. §§ 271,

et seq.

7. This Court has federal subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

8. This Court has personal jurisdiction over Defendants pursuant to TEX. CIV. PRAC. & REM. CODE § 17.041 *et seq*. Personal jurisdiction generally exists over Defendants because Defendants have minimum contacts with this forum as a result of business regularly conducted within the State of Texas and within this district, and, on information and belief, specifically as a result of, at least, committing the tort of patent infringement within Texas and this district. Personal jurisdiction also exists because, on information and belief, Defendants have operated the Internet website, https://www.dji.com/products/drones, which is available to and accessed by users, customers, and potential customers of the Defendants within this judicial district, sold Defendants' drone and drone-related products within this judicial district, transacted business within the State of Texas, actively infringed and/or induced infringement in Texas, and/or established regular and systematic business contacts within the State of Texas and continue to conduct such business in Texas through the sale of Defendants' drone and drone-related products. Accordingly, this Court's jurisdiction over the Defendants comports with the constitutional standards of fair play and substantial justice and arises directly from the Defendants' purposeful minimum contact with the State of Texas.

9. Venue is proper in this Court under 28 U.S.C. §§ 1391(b) and (c) and 28 U.S.C. § 1400(b) based on the information and belief that the Defendants have committed or induced acts of infringement, and/or advertise, market, sell, and/or offer to sell products, including infringing products, in this judicial district.

THE PATENTS-IN-SUIT

10. On June 12, 2012, United States Patent No. 8,200,375 ("the '375 patent"), entitled "Radio Controlled Aircraft, Remote Controller and Methods for Use Therewith," was duly and legally issued by the United States Patent and Trademark Office to Katherine C. Stuckman and Michael D. Reynolds. A copy of the '375 patent is attached hereto as Exhibit A.

11. On February 19, 2013, United States Patent No. 8,380,368 ("the '368 patent"), entitled "Radio Controlled Aircraft, Remote Controller and Methods for Use Therewith," was duly and legally issued by the United States Patent and Trademark Office to Katherine C. Stuckman and Michael D. Reynolds. A copy of the '368 patent is attached hereto as Exhibit B.

12. On February 11, 2014, United States Patent No. 8,649,918 ("the '918 patent"), entitled "Radio Controlled Aircraft, Remote Controller and Methods for Use Therewith," was duly and legally issued by the United States Patent and Trademark Office to Katherine C. Stuckman and Michael D. Reynolds. A copy of the '918 patent is attached hereto as Exhibit C.

13. On July 14, 2015, United States Patent No. 9,079,116 ("the '116 patent"), entitled "Radio Controlled Aircraft, Remote Controller and Methods for Use Therewith," was duly and legally issued by the United States Patent and Trademark Office to Katherine C. Stuckman and Michael D. Reynolds. A copy of the '116 patent is attached hereto as Exhibit D.

14. On February 14, 2017, United States Patent No. 9,568,913 ("the '913 patent"), entitled "Radio Controlled Aircraft, Remote Controller and Methods for Use Therewith," was duly and legally issued by the United States Patent and Trademark Office to Katherine C. Stuckman and Michael D. Reynolds. A copy of the '913 patent is attached hereto as Exhibit E.

15. The '375, '368, '918, '116, and '913 patents are referred to hereinafter as "the Synergy Drone Patents."

16. Plaintiff Synergy Drone is the owner of the entire right, title, and interest in and to the Synergy Drone Patents. The Synergy Drone Patents were assigned by Katherine C. Stuckman and Michael D. Reynolds to Kamike Technologies, LLP on August 3, 2016. Kamike Technologies, LLP assigned the Synergy Drone Patents to Drone Control, LLC on December 23, 2016. Drone Control, LLC subsequently assigned the Synergy Drone Patents to Plaintiff Synergy Drone, and this assignment was recorded on December 23, 2016, at the United States Patent and Trademark Office.

FACTUAL BACKGROUND

17. Plaintiff Synergy Drone owns patents relating to methods, systems, and devices for controlling radio-controlled vehicles, including helicopters and other aircraft ("RC vehicles").

18. Plaintiff Synergy Drone protects its proprietary rights in such technologies through the use of patents. For example, Synergy Drone owns patents relating to improvements in controlling RC vehicles in modes other than from the perspective of the RC vehicle, such as from the perspective of a remote control device or a user of a remote control device.

19. Defendants develop, manufacture, market, and distribute drones and drone-related products, both in the United States and internationally.

20. Many of the Defendants' drone and drone-related products utilize control modes that allow the user to control the Defendants' products in a mode from a perspective of a remote control device or a user of a remote control device, rather than from the perspective of the drone or drone-related product being controlled. For example, some of Defendants' products operate in "Intelligent Flight Modes," which include at least "Course Lock" mode and "Home Lock" mode, both of which allow the user to control the product from a perspective of a remote control device or a user of a remote control device.

21. Defendants have incorporated innovative features of the Synergy Drone Patents into their drone and drone-related products, as explained below.

COUNT I
PATENT INFRINGEMENT OF THE '375 PATENT

22. Plaintiff Synergy Drone repeats and realleges the above paragraphs, which are incorporated by reference as if fully restated herein.

23. Plaintiff Synergy Drone is the owner of all rights, title, and interest in the '375 patent.

24. Plaintiff Synergy Drone has never licensed any of the Defendants under the '375 patent, nor has Plaintiff Synergy Drone otherwise authorized any of the Defendants to practice any part of the '375 patent.

25. On information and belief, Defendants manufacture and market DJI branded products. Exhibit F.

26. On information and belief, Defendants distribute, sell, and market such DJI branded products, as well as remote controls, parts, and accessories for such DJI branded products. Exhibit G.

27. On information and belief, Defendants have directly infringed and continue to directly infringe, either literally or under the doctrine of equivalents, one or more claims of the '375 patent, including for example (but not limited to) at least claims 1-8 of the '375 patent by making, using, selling, offering to sell, or importing, without license or authority, Defendants' suite of drone and drone-related products, including, but not limited to, at least DJI products that correspond to DJI branded model lines Phantom 3 and Phantom 4, without Plaintiff Synergy Drone's authorization, in violation of 35 U.S.C. § 271(a). *See* Exhibit H.

28. On information and belief, Defendants have and continue to promote, advertise, and instruct customers and potential customers about DJI branded products and how to use DJI branded products, including infringing uses. Defendants' promotion, advertising, and instruction efforts include, at a minimum, maintenance of the website https://www.dji.com/products/drones, the production and distribution of instruction manuals, and other indicia included within or printed on the packaging of DJI branded products. *See* Exhibit I. Defendants also provide an application for mobile computing devices, such as smartphones and tablets, which allows consumers to use the infringing features of the products. On information and belief, Defendants engaged in these acts with the actual intent to cause the acts which they knew or should have known would induce actual infringement.

29. Defendants had constructive, if not actual, notice of the existence of the '375 patent and have been aware of the '375 patent since at least May 23, 2016, because on that date, the United States Patent and Trademark Office cited the '375 patent in a List of References Cited by Examiner in connection with Defendants' own patent, U.S. Patent No. D767510. *See* Exhibit J. Furthermore, the '375 patent is well-known in the industry—having been cited in at least eight issued patents since its filing date, including Defendant's own patent—U.S. Patent No. D767510.

30. Nicolas Labbit, general manager of Drone Control, LLC, the immediate past predecessor in interest of the '375 patent, sent a letter to Defendants on September 28, 2016 apprising Defendants of the '375 patent. Therefore, Defendants had actual knowledge of the '375 patent at least as of September 28, 2016. And yet, even with full knowledge of Synergy Drone's patent rights, Defendants have continued to commit acts of infringement and have failed to cease their infringing activities. Because Defendants have been aware of the '375 patent but

acted despite an objectively high likelihood that their actions constituted infringement of a valid patent, Defendants' infringement has been, and continues to be, willful.

31. On information and belief, Defendants knew or should have known that at least DJI branded model lines listed above in paragraph 27 utilize at least two "Intelligent Flight Modes" that allow the user to control the Defendants' products in modes from a perspective of a remote control device, "Course Lock" and "Home Lock," which are especially made or especially adapted for use in an infringement of at least claims 1-8 of the '375 patent and have no substantially non-infringing uses in these drones and drone-related products.

32. On information and belief, the portions of Defendants' products that allow the user to control the Defendants' products in modes from a perspective of a remote control device, specifically, at least, "Course Lock" and "Home Lock," including DJI branded products made, marketed, used, sold, offered to sell, or imported by Defendants, are not staple articles or commodities of commerce suitable for substantial non-infringing use.

33. On information and belief, Defendants' actions have and continue to constitute active inducement and contributory infringement of at least claims 1-8 of the '375 patent in violation of 35 U.S.C. §§ 271(b) and 271(c).

34. As a result of Defendants' infringement of at least claims 1-8 of the '375 patent, Plaintiff Synergy Drone has suffered monetary damages in an amount yet to be determined, and will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

35. Defendants' wrongful acts have damaged and will continue to damage Plaintiff Synergy Drone irreparably, and Plaintiff has no adequate remedy at law for those wrongs and injuries. In addition to its actual damages, Plaintiff Synergy Drone is entitled to a permanent

injunction restraining and enjoining Defendants and their respective agents, servants and employees, and all persons acting thereunder, in concert with, or on its behalf, from infringing at least claims 1-8 of the '375 patent.

COUNT II
PATENT INFRINGEMENT OF THE '368 PATENT

36. Plaintiff Synergy Drone repeats and realleges the above paragraphs, which are incorporated by reference as if fully restated herein.

37. Plaintiff Synergy Drone is the owner of all rights, title, and interest in the '368 patent.

38. Plaintiff Synergy Drone has never licensed any of the Defendants under the '368 patent, nor has Plaintiff Synergy Drone otherwise authorized any of the Defendants to practice any part of the '368 patent.

39. On information and belief, Defendants manufacture and market DJI branded products. Exhibit F.

40. On information and belief, Defendants distribute, sell, and market such DJI branded products, as well as remote controls, parts, and accessories for such DJI branded products. Exhibit G.

41. On information and belief, Defendants have directly infringed and continue to directly infringe, either literally or under the doctrine of equivalents, one or more claims of the '368 patent, including for example (but not limited to) at least claims 1-8 and 11-16 of the '368 patent by making, using, selling, offering to sell, or importing, without license or authority, Defendants' suite of drone and drone-related products, including, but limited to, at least DJI products that correspond to DJI branded model lines Phantom 3 and Phantom 4, without Plaintiff Synergy Drone's authorization, in violation of 35 U.S.C. § 271(a). *See* Exhibit H.

42. On information and belief, Defendants have and continue to promote, advertise, and instruct customers and potential customers about DJI branded products and how to use DJI branded products, including infringing uses. Defendants' promotion, advertising, and instruction efforts include, at a minimum, maintenance of the website https://www.dji.com/products/drones, the production and distribution of instruction manuals, and other indicia included within or printed on the packaging of DJI branded products. *See* Exhibit I. Defendants also provide an application for mobile computing devices, such as smartphones and tablets, which allows consumers to use the infringing features of the products. On information and belief, Defendants engaged in these acts with the actual intent to cause the acts which they knew or should have known would induce actual infringement.

43. Nicolas Labbit, general manager of Drone Control, LLC, the immediate past predecessor in interest of the '368 patent, sent a letter to Defendants on September 28, 2016 apprising Defendants of the '368 patent. Therefore, Defendants had actual knowledge of the '368 patent at least as of September 28, 2016. And yet, even with full knowledge of Synergy Drone's patent rights, Defendants have continued to commit acts of infringement and have failed to cease their infringing activities. Because Defendants have been aware of the '368 patent but acted despite an objectively high likelihood that their actions constituted infringement of a valid patent, Defendants' infringement has been, and continues to be, willful.

44. On information and belief, Defendants knew or should have known that at least DJI branded model lines listed above in paragraph 41 utilize at least two "Intelligent Flight Modes" that allow the user to control the Defendants' products in modes from a perspective of a remote control device, "Course Lock" and "Home Lock," which are especially made or

especially adapted for use in an infringement of at least claims 1-8 of the ‘368 patent and have no substantially non-infringing uses in these drones and drone-related products.

45. On information and belief, the portions of Defendants’ products that allow the user to control the Defendants’ products in modes from a perspective of a remote control device or a user of a remote control device, specifically, at least, “Course Lock” and “Home Lock,” including DJI branded products made, marketed, used, sold, offered to sell, or imported by Defendants, are not staple articles or commodities of commerce suitable for substantial non-infringing use.

46. On information and belief, Defendants’ actions have and continue to constitute active inducement and contributory infringement of at least claims 1-8 and 11-16 of the ‘368 patent in violation of 35 U.S.C. §§ 271(b) and 271(c).

47. As a result of Defendants’ infringement of at least claims 1-8 and 11-16 of the ‘368 patent, Plaintiff Synergy Drone has suffered monetary damages in an amount yet to be determined, and will continue to suffer damages in the future unless Defendants’ infringing activities are enjoined by this Court.

48. Defendants’ wrongful acts have damaged and will continue to damage Plaintiff Synergy Drone irreparably, and Plaintiff has no adequate remedy at law for those wrongs and injuries. In addition to its actual damages, Plaintiff Synergy Drone is entitled to a permanent injunction restraining and enjoining Defendants and their respective agents, servants and employees, and all persons acting thereunder, in concert with, or on its behalf, from infringing at least claims 1-8 and 11-16 of the ‘368 patent.

COUNT III
PATENT INFRINGEMENT OF THE '918 PATENT

49. Plaintiff Synergy Drone repeats and realleges the above paragraphs, which are incorporated by reference as if fully restated herein.

50. Plaintiff Synergy Drone is the owner of all rights, title, and interest in the '918 patent.

51. Plaintiff Synergy Drone has never licensed any of the Defendants under the '918 patent, nor has Plaintiff Synergy Drone otherwise authorized any of the Defendants to practice any part of the '918 patent.

52. On information and belief, Defendants manufacture and market DJI branded products. Exhibit F.

53. On information and belief, Defendants distribute, sell, and market such DJI branded products, as well as remote controls, parts, and accessories for such DJI branded products. Exhibit G.

54. On information and belief, Defendants have directly infringed and continue to directly infringe, either literally or under the doctrine of equivalents, one or more claims of the '918 patent, including for example (but not limited to) at least claims 1-8 and 11-16 of the '918 patent by making, using, selling, offering to sell, or importing, without license or authority, Defendants' suite of drone and drone-related products, including, but not limited to, at least DJI products that correspond to DJI branded model lines Phantom 3 and Phantom 4, without Plaintiff Synergy Drone's authorization, in violation of 35 U.S.C. § 271(a). *See* Exhibit H.

55. On information and belief, Defendants have and continue to promote, advertise, and instruct customers and potential customers about DJI branded products and how to use DJI branded products, including infringing uses. Defendants' promotion, advertising, and instruction

efforts include, at a minimum, maintenance of the website https://www.dji.com/products/drones, the production and distribution of instruction manuals, and other indicia included within or printed on the packaging of DJI branded products. *See* Exhibit I. Defendants also provide an application for mobile computing devices, such as smartphones and tablets, which allows consumers to use the infringing features of the products. On information and belief, Defendants engaged in these acts with the actual intent to cause the acts which they knew or should have known would induce actual infringement.

56. Nicolas Labbit, general manager of Drone Control, LLC, the immediate past predecessor in interest of the '918 patent, sent a letter to Defendants on September 28, 2016 apprising Defendants of the '918 patent. Therefore, Defendants had actual knowledge of the '918 patent at least as of September 28, 2016. And yet, even with full knowledge of Synergy Drone's patent rights, Defendants have continued to commit acts of infringement and have failed to cease their infringing activities. Because Defendants have been aware of the '918 patent but acted despite an objectively high likelihood that their actions constituted infringement of a valid patent, Defendants' infringement has been, and continues to be, willful.

57. On information and belief, Defendants knew or should have known that at least DJI branded model lines listed above in paragraph 54 utilize at least two "Intelligent Flight Modes" that allow the user to control the Defendants' products in modes from a perspective of a user of a remote control device, "Course Lock" and "Home Lock," which are especially made or especially adapted for use in an infringement of at least claims 1-8 and 11-16 of the '918 patent and have no substantially non-infringing uses in these drones and drone-related products.

58. On information and belief, the portions of Defendants' products that allow the user to control the Defendants' products in modes from a perspective of a user of a remote

control device, specifically, at least, "Course Lock" and "Home Lock," including DJI branded products made, marketed, used, sold, offered to sell, or imported by Defendants, are not staple articles or commodities of commerce suitable for substantial non-infringing use.

59. On information and belief, Defendants' actions have and continue to constitute active inducement and contributory infringement of at least claims 1-8 and 11-16 of the '918 patent in violation of 35 U.S.C. §§ 271(b) and 271(c).

60. As a result of Defendants' infringement of at least claims 1-8 and 11-16 of the '918 patent, Plaintiff Synergy Drone has suffered monetary damages in an amount yet to be determined, and will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

61. Defendants' wrongful acts have damaged and will continue to damage Plaintiff Synergy Drone irreparably, and Plaintiff has no adequate remedy at law for those wrongs and injuries. In addition to its actual damages, Plaintiff Synergy Drone is entitled to a permanent injunction restraining and enjoining Defendants and their respective agents, servants and employees, and all persons acting thereunder, in concert with, or on its behalf, from infringing at least claims 1-8 and 11-16 of the '918 patent.

COUNT IV
PATENT INFRINGEMENT OF THE '116 PATENT

62. Plaintiff Synergy Drone repeats and realleges the above paragraphs, which are incorporated by reference as if fully restated herein.

63. Plaintiff Synergy Drone is the owner of all rights, title, and interest in the '116 patent.

64. Plaintiff Synergy Drone has never licensed any of the Defendants under the ‘116 patent, nor has Plaintiff Synergy Drone otherwise authorized any of the Defendants to practice any part of the ‘116 patent.

65. On information and belief, Defendants manufacture and market DJI branded products. Exhibit F.

66. On information and belief, Defendants distribute, sell, and market such DJI branded products, as well as remote controls, parts, and accessories for such DJI branded products. Exhibit G.

67. On information and belief, Defendants have directly infringed and continue to directly infringe, either literally or under the doctrine of equivalents, one or more claims of the ‘116 patent, including for example (but not limited to) at least claims 1-15 of the ‘116 patent by making, using, selling, offering to sell, or importing, without license or authority, Defendants’ suite of drone and drone-related products, including, but not limited to, at least DJI products that correspond to DJI branded model lines Phantom 3 and Phantom 4, without Plaintiff Synergy Drone’s authorization, in violation of 35 U.S.C. § 271(a). *See* Exhibit H.

68. On information and belief, Defendants have and continue to promote, advertise, and instruct customers and potential customers about DJI branded products and how to use DJI branded products, including infringing uses. Defendants’ promotion, advertising, and instruction efforts include, at a minimum, maintenance of the website https://www.dji.com/products/drones, the production and distribution of instruction manuals, and other indicia included within or printed on the packaging of DJI branded products. *See* Exhibit I. Defendants also provide an application for mobile computing devices, such as smartphones and tablets, which allows consumers to use the infringing features of the products. On information and belief, Defendants

engaged in these acts with the actual intent to cause the acts which they knew or should have known would induce actual infringement.

69. Nicolas Labbit, general manager of Drone Control, LLC, the immediate past predecessor in interest of the ‘116 patent, sent a letter to Defendants on September 28, 2016 apprising Defendants of the ‘116 patent. Therefore, Defendants had actual knowledge of the ‘116 patent at least as of September 28, 2016. And yet, even with full knowledge of Synergy Drone’s patent rights, Defendants have continued to commit acts of infringement and have failed to cease their infringing activities. Because Defendants have been aware of the ‘116 patent but acted despite an objectively high likelihood that their actions constituted infringement of a valid patent, Defendants’ infringement has been, and continues to be, willful.

70. On information and belief, Defendants knew or should have known that at least DJI branded model lines listed above in paragraph 67 utilize at least two “Intelligent Flight Modes” that allow the user to control the Defendants’ products in modes from a perspective of a remote control device, “Course Lock” and “Home Lock,” which are especially made or especially adapted for use in an infringement of at least claims 1-15 of the ‘116 patent and have no substantially non-infringing uses in these drones and drone-related products.

71. On information and belief, the portions of Defendants’ products that allow the user to control the Defendants’ products in modes from a perspective of a remote control device , specifically, at least, “Course Lock” and “Home Lock,” including DJI branded products made, marketed, used, sold, offered to sell, or imported by Defendants, are not staple articles or commodities of commerce suitable for substantial non-infringing use.

72. On information and belief, Defendants' actions have and continue to constitute active inducement and contributory infringement of at least claims 1-15 of the '116 patent in violation of 35 U.S.C. §§ 271(b) and 271(c).

73. As a result of Defendants' infringement of at least claims 1-15 of the '116 patent, Plaintiff Synergy Drone has suffered monetary damages in an amount yet to be determined, and will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

74. Defendants' wrongful acts have damaged and will continue to damage Plaintiff Synergy Drone irreparably, and Plaintiff has no adequate remedy at law for those wrongs and injuries. In addition to its actual damages, Plaintiff Synergy Drone is entitled to a permanent injunction restraining and enjoining Defendants and their respective agents, servants and employees, and all persons acting thereunder, in concert with, or on its behalf, from infringing at least claims 1-15 of the '116 patent.

COUNT V
PATENT INFRINGEMENT OF THE '913 PATENT

75. Plaintiff Synergy Drone repeats and realleges the above paragraphs, which are incorporated by reference as if fully restated herein.

76. Plaintiff Synergy Drone is the owner of all rights, title, and interest in the '913 patent.

77. Plaintiff Synergy Drone has never licensed any of the Defendants under the '913 patent, nor has Plaintiff Synergy Drone otherwise authorized any of the Defendants to practice any part of the '913 patent.

78. On information and belief, Defendants manufacture and market DJI branded products. Exhibit F.

79. On information and belief, Defendants distribute, sell, and market such DJI branded products, as well as remote controls, parts, and accessories for such DJI branded products. Exhibit G.

80. On information and belief, Defendants have directly infringed and continue to directly infringe, either literally or under the doctrine of equivalents, one or more claims of the '913 patent, including for example (but not limited to) at least claims 1, 3-6, 8-11, and 13-15 of the '913 patent by making, using, selling, offering to sell, or importing, without license or authority, Defendants' suite of drone and drone-related products, including, but not limited to, at least DJI products that correspond to DJI branded model lines Phantom 3 and Phantom 4, without Plaintiff Synergy Drone's authorization, in violation of 35 U.S.C. § 271(a). *See* Exhibit H.

81. On information and belief, Defendants have and continue to promote, advertise, and instruct customers and potential customers about DJI branded products and how to use DJI branded products, including infringing uses. Defendants' promotion, advertising, and instruction efforts include, at a minimum, maintenance of the website https://www.dji.com/products/drones, the production and distribution of instruction manuals, and other indicia included within or printed on the packaging of DJI branded products. *See* Exhibit I. Defendants also provide an application for mobile computing devices, such as smartphones and tablets, which allows consumers to use the infringing features of the products. On information and belief, Defendants engaged in these acts with the actual intent to cause the acts which they knew or should have known would induce actual infringement.

82. On information and belief, Defendants knew or should have known that at least DJI branded model lines listed above in paragraph 80 utilize at least two "Intelligent Flight

Modes" that allow the user to control the Defendants' products in modes from a perspective of a remote control device, "Course Lock" and "Home Lock," which are especially made or especially adapted for use in an infringement of at least claims 1, 3-6, 8-11, and 13-15 of the '913 patent and have no substantially non-infringing uses in these drones and drone-related products.

83. On information and belief, the portions of Defendants' products that allow the user to control the Defendants' products in modes from a perspective of a remote control device or a user of a remote control device, specifically, at least, "Course Lock" and "Home Lock," including DJI branded products made, marketed, used, sold, offered to sell, or imported by Defendants, are not staple articles or commodities of commerce suitable for substantial non-infringing use.

84. On information and belief, Defendants' actions have and continue to constitute active inducement and contributory infringement of at least claims 1, 3-6, 8-11, and 13-15 of the '913 patent in violation of 35 U.S.C. §§ 271(b) and 271(c).

85. The Defendants could have learned of the '913 patent when it issued. When Nicolas Labbit, general manager of Drone Control, LLC, the immediate past predecessor in interest of the '375, '368, '918, '116, and '913 patents, sent a letter to Defendants on September 28, 2016 apprising Defendants of the '375, '368, '918, and '116 patents, the application that led to the '913 patent was pending at the United States Patent Office, and is directly related to the '375, '368, '918, and '116 patents. Defendants could have easily monitored this application until the '913 patent issued on February 14, 2017. Therefore, Defendants either knew or should have known about the '913 patent at least as of February 14, 2017 when the '913 patent issued. And yet, Defendants have continued to commit acts of infringement and have failed to cease their

infringing activities. Because Defendants either knew or should have known of the ‘913 patent but acted despite an objectively high likelihood that their actions constituted infringement of a valid patent, Defendants’ infringement has been, and continues to be, willful.

86. As a result of Defendants’ infringement of at least claims 1, 3-6, 8-11, and 13-15 of the ‘913 patent, Plaintiff Synergy Drone has suffered monetary damages in an amount yet to be determined, and will continue to suffer damages in the future unless Defendants’ infringing activities are enjoined by this Court.

87. Defendants’ wrongful acts have damaged and will continue to damage Plaintiff Synergy Drone irreparably, and Plaintiff has no adequate remedy at law for those wrongs and injuries. In addition to its actual damages, Plaintiff Synergy Drone is entitled to a permanent injunction restraining and enjoining Defendants and their respective agents, servants and employees, and all persons acting thereunder, in concert with, or on its behalf, from infringing at least claims 1, 3-6, 8-11, and 13-15 of the ‘913 patent.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Synergy Drone respectfully requests that this Court enter:

A. A judgment in favor of Plaintiff Synergy Drone that Defendants have been and are infringing at least claims 1-8 of the ‘375 patent, claims 1-8 and 11-16 of the ‘368 patent, claims 1-8 and 11-16 of the ‘918 patent, claims 1-15 of the ‘116 patent, and claims 1, 3-6, 8-11, and 13-15 of the ‘913 patent, pursuant to 35 U.S.C. §§ 271(a), 271(b) and/or 271(c);

B. A preliminary and permanent injunction enjoining Defendants and their respective officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in concert or privity with any of them from infringing, inducing the infringement of, or contributing to the infringement of, at least claims 1-8 of the

'375 patent, claims 1-8 and 11-16 of the '368 patent, claims 1-8 and 11-16 of the '918 patent, claims 1-15 of the '116 patent, and claims 1, 3-6, 8-11, and 13-15 of the '913 patent;

C. A judgment awarding Plaintiff Synergy Drone all damages adequate to compensate it for Defendants' infringement of the Synergy Drone Patents, and in no event less than a reasonable royalty for Defendants' acts of infringement, including all pre-judgment and post-judgment interest at the maximum rate permitted by law, as a result of Defendants' infringement of at least claims 1-8 of the '375 patent, claims 1-8 and 11-16 of the '368 patent, claims 1-8 and 11-16 of the '918 patent, claims 1-15 of the '116 patent, and claims 1, 3-6, 8-11, and 13-15 of the '913 patent;

D. An award of enhanced damages as a result of SZ DJI Technology Co., Ltd.'s, DJI Europe B.V.'s, and DJI Technology, Inc.'s willful infringement of at least claims 1-8 of the '375 patent, claims 1-8 and 11-16 of the '368 patent, claims 1-8 and 11-16 of the '918 patent, and claims 1-15 of the '116 patent, after being apprised of these patents, as provided under 35 U.S.C. § 284;

E. An assessment of costs, including reasonable attorney fees pursuant to 35 U.S.C. § 285, and prejudgment interest against Defendants; and

F. Such other and further relief as this Court may deem just and proper.

JURY TRIAL DEMANDED

Pursuant to FED. R. CIV. P. 38, Plaintiff Synergy Drone hereby demands a trial by jury on all issues so triable.

Respectfully submitted,

Dated: March 17, 2017

/s/ Leif R. Sigmond, Jr.

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